



REQUEST FOR STATEMENT of QUALIFICATIONS

FROM

ARIZONA REGISTERED PROFESSIONALS

for

CONSULTING SERVICES

On-Call Professional Consulting Services

RSOQ NUMBER: 2010-32

April 2010

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I. PUBLIC NOTICE

City of Flagstaff – Capital Improvements NOTICE of REQUEST for STATEMENT of QUALIFICATIONS (RSOQ) #2010-32 On-Call Professional Services

The Capital Improvements Division, for and on behalf of the City of Flagstaff, is seeking Statements of Qualifications (SOQ's) from Arizona professional planning firms for Professional Services for:

Engineering; Architectural; Surveying; Geotechnical and Testing

Selected firms will be expected to enter into a base contract for services. Contracts will be awarded at the City's discretion for one or multiple projects. Fees associated with contracted services will be negotiated after qualified firms are selected. Estimated fee awards are not anticipated to exceed \$250,000 per annum. The City intends to award a Contract or Contract(s) in each category. Contract durations will be variable and contingent upon specific projects. Contract periods will be for one year, renewable for up to four additional one-year periods.

SCHEDULE OF STATEMENT DEADLINES

Advertise for Services:	April 21 & 28, 2010
Pre-Statement Meeting:	3:00 P.M. April 28, 2010 City Hall – Council Conference Room 211 W. Aspen Avenue Flagstaff, AZ 86001
Last Day for Questions:	3:00 p.m. May 3, 2010
Statements Due:	3:00 p.m. May 6, 2010
Consultant Interviews (if necessary)	To Be Determined
Anticipated Award of Professional Services Contract:	To Be Determined

Sealed Statements may be **mailed** to: City of Flagstaff Purchasing Department, Attn: Patrick Brown, Senior Procurement Specialist, 211 West Aspen Avenue, Flagstaff AZ. 86001, or may be **hand delivered** to: City of Flagstaff Purchasing Department, Attn: Patrick Brown, Senior Procurement Specialist, 211 West Aspen Avenue, Flagstaff AZ., with the understanding that materials must be in hand no later than **3:00 p.m. May 6, 2010**. All Statements must be labeled with RSOQ Number and Title. **The City will not accept statements received via e-mail and will not be considered at opening. Statements received after that time and date will be considered non-responsive and will be returned unopened.**

The City of Flagstaff reserves the right to reject any or all Statements, to waive or decline to waive irregularities in any Statement, or to withhold the award for any reason it may determine.

Published: April 21 & 28, 2010

II. INSTRUCTIONS TO RESPONDENTS

GENERAL

All Statements should follow the format and sequence described in the paragraphs below; this will allow a standard basis for evaluation by a designated Evaluation Committee. Failure to follow the instructions regarding format may result in rejection of the Statement.

For the purposes of this request for SOQ's, the City of Flagstaff is hereinafter referred to as 'the City'.

ARIZONA REGISTRATION

Statements will only be considered from firms with a responsible party who is duly registered in the State of Arizona with the State Board of Technical Registration.

CONTENT OF STATEMENT

Responses shall be submitted in sealed envelopes indicating which contract(s) submittal is in response to. The Statement of Qualifications shall not contain any reference to costs; data concerning labor hours, travel, consulting, materials and so forth. This cost information shall only be requested from firms that are awarded Contracts by Council.

Part 1 - Statement of Qualifications

The Statement of Qualifications should display clearly and accurately the capability, knowledge, and ability of the firm to meet the technical requirements of this RSOQ. Eight (8) copies of the Statement of Qualifications are required. The Statement of Qualifications should be fully self-contained and should follow the format outlined in Part III of this RSOQ. Organization and presentations within the Statement of Qualifications should reflect consideration of the specific evaluation criteria included at the conclusion of Part III of this RSOQ.

Part 2 – State Form 330

Respondents submitting for architectural or engineering contracts may complete and include in their submittal State Form 330, Part II ("SF330") in lieu of completing the requirements contained herein.

Part 3 -Fee Proposal

Fee proposals will only be requested from the firms that are awarded contracts by Council.

PRE-STATEMENT MEETING

A pre-statement conference will be scheduled **for April 28, 2010 at 3:00 P.M.** at City Hall – in the Council Conference Room located on the first floor at 211 W. Aspen Avenue in Flagstaff. The purpose of the conference is to afford interested firms the opportunity of inquiring as to the specifics of this contract. Appropriate representatives from the City of Flagstaff will be present. Attendance is not mandatory, however is strongly encouraged. No minutes will be published.

DELIVERY OF STATEMENTS

Sealed Statements may be **mailed** to: City of Flagstaff Purchasing Department, Attn: Patrick Brown, Senior Procurement Specialist, 211 West Aspen Avenue, Flagstaff AZ. 86001, or may be **hand delivered** to: City of Flagstaff Purchasing Department, Attn: Patrick Brown, Senior Procurement Specialist, 211 West Aspen Avenue, Flagstaff AZ., with the understanding that materials must be in hand by 3:00 p.m. May 6, 2010. All Statements must be labeled with RSOQ Number and Title. **Statements received after that time and date will be considered non-responsive and will be returned unopened.**

No electronically transmitted Statements or electronically transmitted modifications of Statements will be considered. Statements received after the designated submittal deadline will be considered non-responsive and will be returned unopened.

INTERVIEWS

Respondents may or may not be requested to participate in one interview with the Evaluation Committee. A maximum of the number of firms identified in each service area to be selected may be selected for interviews.

Interviews, if conducted, will be for a maximum of 60 minutes as follows:

10-20 minutes: Respondent may make a presentation to supplement the Statement information for the Evaluation Committee.

10-40 minutes: Evaluation Committee question and answer time.

EVALUATION CRITERIA and BASIS FOR AWARD

The Evaluation Committee as established by the City will determine a recommendation for award. The qualifying criteria included in Part III will be used as the basis of this recommendation. The City will then negotiate with the selected firm for fee compensation that is determined to be fair and reasonable based on final agreed upon scope. Award of contract will be contingent upon mutually agreeable fee/scope of services negotiations. **Awards may be made up to but no more than the following number of firms:**

Architectural – 3 Firms

Landscape Architectural – 3 Firms

Geotechnical – 3 Firms

Engineering – 8 Firms

Surveying – 5 Firms

Past performance surveys may be sent to references of the identified recommended award firms and will have a factor in final determination of recommendation prior to fee negotiations (See Attachment D “Sample Past Performance Survey”).

Fee proposals will be requested from the selected firms after award of contracts. Proposed fees submitted on the required fee proposal form will serve as the basis for the beginning of fee negotiations only, and shall not be construed to be set and final prices to be included in any Task Order amendment to a base contract. The City will negotiate fees for specific projects with the selected firms at a compensation that is determined to be fair and reasonable based on final agreed upon scope. Award of Task Order(s) will be contingent upon mutually agreeable fee/scope of services negotiations.

FORM AND EXECUTION OF CONTRACT

It is anticipated that the City and the selected firm will enter into a contract for services. The contract form for services will be the City of Flagstaff’s standard form of **Agreement for Consultant Services**. (See Attachment C “Sample Agreement”).

DELIVERY OF MATERIALS

The firm(s) to which the City awards a contract shall, within 10 days after receipt of Notice of Award, sign and deliver signed copies of the contract as well as certificates evidencing the required insurance coverage’s. Minimum insurance coverage’s shall be as specified in Attachment B. All policies of insurance shall be reviewed and approved by the City before the successful respondent may proceed with the services.

INTERPRETATION OF REQUESTS FOR SOQ BEFORE STATEMENT SUBMISSION

Respondents who desire further clarification of the Project scope, conditions or requirements may attend the Pre-Statement Meeting, scheduled as shown in the Public Notice, with the City’s designated Project Manager. Requests for individual meetings prior to the statement due date will not be granted.

NON-DISCLOSURE OF DATA , REGULATIONS and OBLIGATIONS

Statements in response to this SOQ may contain data that the respondent does not wish to have disclosed for any purpose other than evaluation of the Statement. If so, the respondent must clearly identify those pages of the Statement that are to be restricted. The City assumes no liability for disclosure or use of unmarked data. Unless identified, information submitted in response to this Request for SOQ may be disclosed pursuant to the Arizona Public Records Laws, A.R.S. 39-101 and following sections.

Should this SOQ result in a contract, the terms, clauses, and conditions required by City of Flagstaff procurement regulations shall apply to the contract.

This Request for SOQ does not obligate the City to pay any costs incurred in the preparation and/or submission of any Statements or any subsequent presentations or interviews, nor to enter into a contract with any of the Respondents.

CITY RIGHTS

The City of Flagstaff reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received.

RELEASE OF PROJECT INFORMATION

The City of Flagstaff shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from the City of Flagstaff.

CONTACT WITH CITY EMPLOYEES AND CONSULTANTS

All persons and/or firms that are interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This includes but is not limited to the evaluation panel, the design professional(s), the City Manager, Assistant City Manager(s), Deputy City Manager(s), Department Directors or other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified in Section II.

CONTACT WITH ELECTED OFFICIALS (MAYOR, CITY COUNCIL, ETC.)

Any contact pertaining to this selection process with elected officials must be scheduled, in person, through the Flagstaff City Clerk's Office, 211 W. Aspen Avenue, Flagstaff AZ 86001, and are posted by the City Clerk at least twenty-four (24) hours prior to the scheduled meeting. The Clerk's posting shall include and detail the participants and the subject matter, and shall invite the public to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted. Copies of contacts made by letter, facsimile, e-mail, or other written method shall be made available to the public, press, and all submitting firms.

RESERVATION OF RIGHTS

There shall be no express or implied intent to contract until expressly stated in writing by Owner, an award is made, and all conditions stated herein are satisfied. The Owner reserves the right to reject any or all SOQs, or to withhold the award for any reason it may elect, and to waive or decline to waive irregularities in any proposal

III. STATEMENT OF QUALIFICATIONS, ORGANIZATION and FORMAT

The Evaluation Committee will evaluate firms submitting responses to this request for SOQ's based on the information provided in the Statements of Qualifications (SOQ) and interviews as necessary. To allow for a standard basis of evaluation, all SOQ's are requested to follow a similar format. SOQ's shall not exceed ten (10) pages **total** in length excluding title and front and back cover pages. Total allowable pages shall be single-sided 8 1/2" x 11" with the exception that up to one page may consist of an 11" x 17" fold-out. Do not include fees or pricing related to this project with SOQ submittals, these materials will not be considered and failure to comply with this provision may result in the rejection of submittal. SOQ's should be organized with tabbed sections/dividers (excluded from page count) as follows:

Cover:

The cover should contain the following relevant data as a minimum:

- Statement indicating response to: SOQ #2010-32 for On-Call Professional Service
- Submittal date
- company name (and logo if desired)
- other information/graphics as desired

Title Page:

Include Firm's name, address, e-mail/website address(es), phone and FAX numbers and name(s) of principals.

Executive Summary:

Address issues of experience, number of office personnel by discipline, ability and commitment to respond completely to the project scope, ability to keep design on schedule and within budget and local availability of resources.

Section 1.) Project Experience:

Minimum 0 points - Maximum 40 points

- A. Include information indicating the firm's success in: working within an "on-call" contract structure; not exceeding established budgets; in meeting design schedules; and successfully addressing clients' project goals with creative design solutions. Discuss relevant design/project experience over the past five years; identify relevant successes and "lessons learned".

Section 2.) Project Team:

Minimum 0 points – Maximum 25 points

- A. Identify the proposed Project Managers/Coordinators. Detail relevant experience. Provide up to three examples of current or previous projects where the proposed Project Managers/Coordinators were the responsible leads. Detail your company's strategy to be able to commit to maintaining the identified Project Managers/Coordinators as the single point of contact with the authority to make decisions for the firm, throughout the life of each project.
- B. Discuss your firm's ability to provide the full range of services for the contract submitted for as detailed in this solicitation.
- C. Detail how your firm manages multiple projects with multiple priorities: identify how current project workloads are impacted upon receipt of an on-call contract. Discuss the ability and /or limitations of specifically proposed qualified staff to handle projects on short notice in conjunction with their current work assignments.
- D. Detail relevant experience of the firm with the other team members/ subconsultants specifically proposed for this contract based on the possible tasks. Detail the relevant experience of your sub-

consultants with regard to particular design expertise and response time, specifically as regards to past project experience with the prime respondent. Discuss your firm's ability to pull in needed sub-consultant expertise on short notice.

- E. Detail specific experience with on-call contracts.
- F. Provide information on how your firm will address the following:
 - a. Risk Assessment (identify risks within your service area and how you will mitigate them)
 - Identify the probability of the risk happening and,
 - Identify the potential impact on cost and schedule
 - b. Value Added Plan (what does your firm add to the job in your service area that distinguishes your firm)

Section 3.) Project Delivery System/Summary of Work Plan:

Minimum 0 points – Maximum 15 points

- A. Include a description of your firm's Project Delivery System/Summary of Work Plan outlining the processes used by your organization to deliver the technical services offered. Discuss how/why your company arrived at its current process. Include a narrative on your company's standard operating procedure regarding design/bid phase and/or post-bid phase services and whether post bid phase services are basic (included in the basic fee) or are additional services.
- B. Detail your company's standard communications methods/procedures. Discuss your firm's document management, tracking and distribution procedures. Clearly identify any web based systems and how they would be utilized for projects, if applicable.
- C. Detail your firm's experience with/approach to Chartering a Project, your Change Management procedures, Quality Control procedures and Closure procedures.

Section 4.) Project Documents:

Minimum 0 points – Maximum 15 points

- A. It is important to the City that the construction document package describes the work in sufficient detail and with sufficient precision to ensure that the end result will meet scope objectives without any significant requests for changes. Detail how your firm will insure lack of errors, omissions and/or inconsistencies in the contract documents. Provide information that addresses the following issues:
 - How the contract documents will be thoroughly checked and coordinated so that all sheets and all sub-consultant contributions represent integration with each other and are fully coordinated with the base documents.
 - How the total contract document package will be certified as complete and adequate to cover the scope of work so that the successful bidder can complete the work in a satisfactory manner without any significant extras.
 - That the final construction cost estimate for the work is within the City's budgeted amount for construction.
 - That all project elements/systems are detailed sufficiently to control quality, function and appearance and that no "performance" specification or "proprietary" items are specified except as specifically noted in writing to the City and if so, how they would be specified according to State law. That the work called for in the construction documents conforms to current editions of all applicable codes; including but not limited to: ASHTO, ADOT, ADA, MAG, and other Federal, State and City requirements including City of Flagstaff Ordinance 2005-13, adopted: 2003 Edition of the International Building Code, 2005 National Electrical Code, 2003 Edition of the International Fuel Gas Code, 2003 Edition of the International Plumbing Code, 2003 Edition of the International Mechanical Code, and the City of Flagstaff

Building Code Amendments (47 page document that is located on line under Development Services).

Section 5) Meaningful Local Participation

Minimum 0 points – Maximum 5 points

The City of Flagstaff has determined that it is important to the success of the on-call services that the consultant hired by the City be familiar with local community needs, standards and historical challenges as well as local codes and site conditions, and that the consultant be accessible to City staff as needed during the term of the on-call services agreement. Therefore, each respondent should address

- A. How they will maintain accessibility to City staff, and
- B. Their knowledge of local conditions, practices, and codes by specifying in their submittal their past experience in working in, with, or for the City of Flagstaff.

EVALUATION CRITERIA

Responses from respondents will be ranked based on points as detailed below

Section as described above:

Maximum Points Available:

1. Project Experience	40
2. Project Team	25
3. Project Delivery System/Summary of Work Plan	15
4. Project Documents	15
5. Meaningful Local Participation	5

Total Maximum Achievable Points: 100

IV. FEE PROPOSAL ORGANIZATION and FORMAT

FEE PROPOSAL FORMAT

A fee proposal will be requested of the respondent upon selection. RESPONDENTS should expect to be requested to provide any or all of the services enumerated in Section III of this RSOQ as Basic Services for a typical project. (Specify if Bid Phase and Post Bid Services are not included in your Basic Services fee.)

Reimbursable Expenses

The following items shall be considered Reimbursable Expense items and cost therefore shall be reimbursed to the Consultant by the City as indicated. Evidence of expenses may be required in the form of receipts or invoices.

Travel* (ground transport)	\$.405/mile
Telephone (long distance charges):	Actual Cost
Shipping and Postage:	Actual Cost
Printing - outside:**	Actual Cost
Printing - in-house:**	
Bond (24" x 36")	\$2.00/sheet
Vellum (24" x 36")	\$3.75/sheet
Mylar (24" x 36")	\$15.00/sheet
Special Consultants(Other than proposed major sub-consultants):	Actual Cost + 10%
Per diem***	Per City standard

* Covers only travel 15 miles or more beyond the City limits, and for trips by consultants from other than the Flagstaff area.

** Cost of printing and/or reproduction of materials for approval in the course of design shall be included in fees for Basic Services. Printing of bidding sets is reimbursable.

*** Per diem will be paid for consultants from outside the Flagstaff area for additional days beyond a one day trip. One day trips to the job site are reimbursable only to the extent of mileage charge.

Attachment A

Scope of Work

ENGINEERING

1. SERVICES TO BE PERFORMED BY CONSULTANT

Consultant agrees to perform any or all of the following services which will be specifically enumerated on individual Task Order amendments to this contract:

1.1 Produce Plans, Specifications and Cost Estimates: The consultant shall be required to prepare plans, specifications, and minimum of three cost estimates to accompany the following submittals: Basis of Design Report (BODR), Design Concept Report (DCR), and a Final Submittal with a Final Cost Estimate. The consultant shall be responsible for insuring that the final plans and specifications including complete Contract Documents, meet the requirements of the latest editions of all applicable City, State and Federal standards and codes including but not limited to:

- MAG Uniform Standard Specifications and Details for Public Works Construction
- Arizona Department of Transportation Construction Standards and Specifications
- City of Flagstaff Engineering Division Design and Construction Standards and Specifications
- American Association of State Highway and Transportation Officials, a policy on Geometric Design of Highways and Streets
- Federal Highway Administration
- Arizona Department of Environmental Quality Standards
- Arizona Department of Water Resources, Standards for Well Care

The Consultant shall be required to provide complete approved biddable documents which includes obtaining all required final approvals, including signatures, on the Construction Documents from: The City Capital Improvements Director, the City Engineer, the City Utilities Director and the City Public Works Director.

1.2 Conduct Public Meetings: It is City policy to encourage public participation in the Capital Improvements Program and to have public meetings on major projects. The consultant may be asked to provide the services of a Public Information Consultant; develop a Public Participation plan; and participate in and/or conduct public meetings.

1.3 Survey Work: Under the direct supervision of a Registered Land Surveyor, the Consultant may be required to perform field surveys necessary and sufficient to accomplish the design of the project, including, but not limited to right-of-way surveys, location-topo surveys, and project bench mark surveys.

1.4 Hydrology and Hydraulics: The consultant may be required to perform a study of various drainage areas impacting the project and establish the requirements of the various watersheds with respect to stormwater runoff control. A comprehensive hydrologic and hydraulic report meeting all the requirements of the City of Flagstaff Stormwater Management Design Manual.

1.5 Geo-Technical Services: The consultant may be required to provide soil tests and reports, of sufficient detail and scope to enable the consultant to provide the recommendations and structural designs, as required for all portions of the project.

1.6 Non-Destructive Pot-holing: The Consultant may be required to provide the services of a non-destructive pot-hole service to determine horizontal and vertical location of utility lines.

1.7 Cross Sections: Cross-sections may be required showing existing ground with proposed design, R/W limits, centerline elevations distance left and right, existing and proposed utilities, and drainage structures.

1.8 Structural Design: Required details may include, but not be limited to, retaining walls, box culverts and junction structures.

- 1.9 Right-of-Way Acquisition and Easements: Definition of the right-of-way and easement acquisitions necessary for the project may be required. Work may entail surveys, legal descriptions and property searches, and preparation of legal transfer documents. Sub-consultants with expertise in Real Property Appraisal and property negotiation and acquisition may be required.
- 1.10 Geometry: The consultant may be required to develop all horizontal and vertical alignments of street and curbs, pedestrian facilities, and other items as required.
- 1.11 Water, Sewer and Storm Drain Design: Water system improvements or extensions may be required. Sewer system improvements or extensions may be required. A drainage report and storm drainage improvements per the approved report may be required.
- 1.12 Utilities: The Consultant may be required to provide design and construction details, or design assistance for any City-owned or franchise utilities/facilities in conflict with any proposed project improvements.
- 1.13 Traffic Engineering: The Consultant may be required to provide any of the following: Traffic control and construction sequencing plans, signalization plans, signing and pavement marking plans and traffic capacity analysis.
- 1.14 Street Lights: The consultant may be required to coordinate the design of street lights with Arizona Public Service (APS) as a part of a project.
- 1.15 Landscaping: The Consultant may be required to procure the services of a registered Landscape Architect for certain projects or portions thereof.
- 1.16 Environmental Services. The Consultant may be required to perform studies and/or analysis in the fields of environmental due diligence, remediation and Brownfield redevelopment, storage tank engineering services, and compliance audits.
- 1.17 Solid Waste Engineering: The Consultant may be required to perform studies, analysis, or design of various aspects of landfill development including but not limited to:
- Technical feasibility studies
 - Economic analysis
 - Landfill development
 - Solid waste management and permitting
- The Consultant may also be required to prescribe methods for sampling, testing, management, and permitting of the following:
- Air quality
 - Water quality
 - Geotechnical characteristics
 - Landfill gas characteristics
 - Leachate characteristics
- 1.18 Graphic Presentations: The Consultant may be required to provide aerial photos, digital photos topographic maps, Mylar reproductions, digital files, Powerpoint presentations and/or presentation or display boards for a project.
- 1.19 Bid Phase Services: The Consultant may be required to provide Bid Phase Services. Typical tasks include, but are not limited to: Answer all questions relative to plans, quantities and Special Provisions, attend and/or conduct the Pre-Bid conference issue any required addenda or make any necessary corrections to plans, typical sections, quantities, notes.

- 1.20 Post Bid Services: Post bid services may be required and may be authorized as basic or additional services based on negotiations for a particular project. Compensation may be made on a time and materials basis or a lump sum fee as negotiated. Typical tasks might include: Bid analysis and recommendations; provision of scope/quantity survey verification letters for Field Orders and/or Change Orders; Construction Management services, provision of clarification drawings, sketches or details to respond to field questions, submittals review and approval, production of As-Built drawings and project close-out assistance.

ARCHITECTURAL

1. SERVICES TO BE PERFORMED BY CONSULTANT

The Architect shall perform the following professional services to the satisfaction of the City within the terms of this Contract and within the care and skill that a registered professional architect in Arizona would exercise under similar conditions. The Architect, under the general supervision of Capital Improvements shall prepare drawings, plans, specifications and cost estimates according to direction and standards of the City as referenced and agreed upon.

All work shall be performed within the Greater Flagstaff area.

1.1. General Project Administration

- 1.1.1. The Architect shall attend Project meetings as necessary to maintain the Project budget and schedule; chair periodic regular meetings and any additional meetings as requested by the City; set agendas and prepare and distribute meeting minutes. Meetings under basic services include:
 - a) Meetings with City staff and management.
 - b) Meetings required to obtain permits.
 - c) Meetings with oversight committees (i.e. Facilities Review, Mayor's Commission on Disability, Central City Architectural Design Review Panel).
- 1.1.2. The Architect shall coordinate with private, public and City utilities (i.e., Information Technology Department, Water Services Department) regarding standard utility issues and incorporate pertinent information in the plans.
- 1.1.3. The Architect shall be responsible for submission and retrieval of all required Contract documents to the various reviewing agencies required under this Contract.
- 1.1.4. The Architect shall prepare and maintain a Project schedule after meeting with the designated City project manager (referred to as "Project Manager") to determine appropriate submittal deadlines and to coordinate Project submissions. Upon hiring a Contractor, the master scheduling responsibilities will transfer to the Contractor.
- 1.1.5. As applicable, the Architect shall be responsible for assisting the City and the CM@Risk in obtaining all federal, state, county, local and utility permits and approvals required for the Project (including NPDES, Dust Control, and other permits). As the Project progresses, the Architect shall timely furnish to the City copies of all communications between the Architect and the respective agency or department related to this Contract and all approvals and permits for the Project.

- 1.1.6. The Architect shall avoid specification of construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof unless specifically approved in writing by the City.
- 1.1.7. When requested, the Architect shall prepare necessary exhibits and make a presentation to the City Council.
- 1.1.8. If this Project requires multiple design packages for phased construction, the Architect shall perform all design services under this contract for each design package.

1.2. Schematic Design Phase

- 1.2.1. The Architect shall consult with City staff to ascertain information needed to meet the requirements of the Project and shall confirm such requirements in writing and/or by sketch to the City.
- 1.2.2. The Architect shall prepare schematic design studies leading to a recommended solution together with a general description of the Project.
- 1.2.3. The Architect shall prepare a schedule for City approval of all required submittals for Development Service reviews based upon information from the pre-design meeting and current Development Service published review times.
- 1.2.4. The Architect shall be responsible for establishing a pre-DRB meeting for design review with Development Services a minimum of two weeks prior to completion of schematic design. The Architect will submit three copies of the preliminary site plan to the Development Services Department at the time the request for a meeting is made.
- 1.2.5. The Architect shall prepare necessary exhibits and make a presentation to Development Review Board.
- 1.2.6. The Architect shall submit eight sets of the design plans to the City with written construction cost estimates in a format and at a level of detail approved by the City based on current area, volume, or other unit costs. The Architect shall present these studies and estimates to the City for review at the 30%, (and additionally at the 60% and 90%) stage(s) of development, for comments and approval.
- 1.2.7. The Architect shall be responsible for submitting two sets of drawings or plans to the City for use of the City's fire insurance carrier and all fire underwriting agencies that have an interest in the Project. If the insurance requirements materially affect the construction cost of the Project, the Architect shall immediately notify the City in writing, who shall render the final instructions.
- 1.2.8. If this Project requires multiple design packages for phased construction, the Architect shall perform all design services under this contract for each design package.
- 1.2.9. The Schematic Design Phase will be considered completed when the City has approved the schematic design plans and the construction cost estimate for the submitted plans is within the Project construction budget.

1.3. Design Development Phase

- 1.3.1. After the schematic design studies and construction cost estimate are approved in writing by the City, the Architect shall prepare the Design Development documents. These documents will consist of preliminary plans, elevations, other drawings, and specifications

to fix and illustrate the size and character of the entire Project including the kinds of materials; type of structure; mechanical, electrical, computer and telecommunications systems; and such other work as may be appropriate.

- 1.3.2. The Architect shall design the Project so that the construction shall conform to the requirements of Title 34, Arizona Revised Statutes regulating public buildings and improvements, as well as other applicable statutes and regulations.
- 1.3.3. The Architect shall prepare and furnish the City one perspective sketch of the concept of the completed Project. The Architect shall select and obtain approval of the view for best depiction. The sketch shall be delivered to the City with the design development drawings and become the property of the City.
- 1.3.4. Toward the end of the Design Development phase, the Architect shall hold a plan coordination meeting between the Architect and the subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Architect shall invite the Project Manager.
- 1.3.5. After completion of the Design Development phase, the Architect shall deliver eight sets of the Design Development drawings and plans, eight sets of the specifications, and eight sets of the detailed Project cost estimates. The Architect shall also provide this information in an electronic format. The Architect shall present all documents to the City for review, comment, and approval. If requested by the City, the Architect shall present them to the City Council.
- 1.3.6. The Design Development Phase will be considered complete once the City has approved the submitted Design Development plans, agrees that the construction cost estimate is within the established Project budget, and agrees that the Architect is meeting the submittal dates for Development Services Department documents as identified in the Schematic Design Phase schedule.

1.4. Construction Document Phase

- 1.4.1 After the Design Development documents and construction cost estimate have been approved in writing by the City, the Architect shall prepare final, permit-ready construction drawings, plans, and specifications.
- 1.4.2. The Architect shall prepare drawings in AutoCAD format compatible with City of Flagstaff Survey Department CADD technology and plotting facilities using AutoCAD drafting system and City layering standards (AIA plus City supplements). The drawing format will be a 24" x 36" sheet size unless otherwise authorized in writing by the City. The Architect shall include the City's Boilerplate and Supplemental General Conditions sections in the Project specifications. No changes, deletions, or additions to these sections shall be made by the Architect without approval by the City before inclusion in the final specifications.
- 1.4.3. During the preparation of construction documents, the Architect shall inform the City in writing of any adjustments to previous construction cost estimates indicated by changes in scope, requirements, or market conditions.
- 1.4.4. The Architect shall comply with all applicable federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by the City. The Architect shall notify the City of any code changes that occur during the life of this Contract that will impact this Project. Any code changes that occur while drawings, plans and specifications are less than 45 percent complete (during design development) shall be made by the Architect at no cost to the City. If plans and specifications are more than 45

percent complete, the Architect shall coordinate with the City for an approved course of action and negotiate any fee adjustment, if applicable.

- 1.4.5. Toward the end of the Construction Documents phase, the Architect shall hold a plan coordination meeting between the Architect and the subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Architect shall invite the Project Manager.
- 1.4.6. Upon completion of construction plans, specifications and contract documents, the Architect shall provide three sets of all design calculations, including structural, mechanical, electrical and plumbing, and eight complete sets each of construction drawings, plans specifications and contract documents for review and approval by the appropriate agencies. If applicable, the Architect shall include shop drawings or other design calculations. These documents must be sealed and signed by the appropriate responsible party.
- 1.4.7. With the submission of the construction plans, specifications and contract documents, the Architect shall submit eight copies of a detailed Project cost estimate that follows the Construction Specification Institute divisions. The Architect and Project Manager shall reconcile any disagreements on the estimate to arrive at an agreed cost. The City, at its discretion may elect to employ an independent company to estimate the project.
- 1.4.8. The Architect shall coordinate the building permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the Project. All original filing and approval fees shall be paid by the City or reimbursed as a direct pass through to the Architect if paid by the Architect. The Architect shall ensure that any plans prepared by the utility companies have been incorporated into the final plans set.
- 1.4.9. The Architect shall incorporate all corrections received from the reviewing entities into the final bid set of contract documents. If required, the Architect shall resubmit the revised plans to the Development Services Department for approval. Additionally, if required by the Project Manager, the Architect shall submit a revised cost estimate reflecting the modifications made for this final submittal.
- 1.4.10. After completion of the proposed contract documents and review by City staff, the Architect shall, if requested by the City, present all documents to the City Council for review, comment, and approval.
- 1.4.11. Upon approval by the Council and/or the City of complete drawings, plans, and specifications, the Architect shall deliver to the City the final reproducible drawings on mylar and the original copy of the final specifications. These documents shall be sealed and signed by the appropriate responsible party.
- 1.4.12. The Construction Documents Phase will be considered complete when the City has approved the final submitted plans and specifications, agrees that the cost estimate is within the established Project budget, and agrees that the plans are permit-ready.

1.5. Bid Phase/Final Project Services

- 1.5.1. When requested by the City, the Architect shall assist the City in finalizing a detailed construction cost estimate of the Project following the Construction Specification Institute divisions. This cost estimate for the base bid shall be prepared in sufficient detail to identify all trades required for the Project, as well as estimated costs for those trades.

- 1.5.2. If requested by the City, the Architect will provide bid document packages for various subcontractor trades in a format approved by the City. Multiple bid document packages may be required for a phased project that will result in multiple GMPs.
- 1.5.3. The Architect shall attend the meeting(s) to assist the City in the subcontractor selection and GMP approval process, any other related meetings. The Architect will prepare all necessary addenda related to documents originated by the Architect. The City will be responsible for distributing all addenda.
- 1.5.4. The Architect shall be responsible for responding to questions regarding the plans, specifications, shop drawing and material selections used in the preparation of the GMP. The Architect shall receive, review and make recommendations regarding requests for substitutions, and incorporate these substitution requests into the addenda as required.
- 1.5.5. At the end of the project, the Architect shall submit their complete and final design plans including all design addenda on reproducible "mylar" prints suitable for microfilming and on an electronic medium immediately useable and compatible with City of Flagstaff Engineering Department CADD technology and plotting facilities using AutoCAD drafting system. The resulting image produced on the viewing screen shall include all title blocks, borders, details and notes that are visible on full-size originals or blueprints. The CADD files should be accessible for reading and plotting. One copy of the final specifications, including all addenda, shall be submitted in print and on a computer disc compatible with City word processing standards.

Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed and sealed by the Architect. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Architect to the City are only for the convenience of the City. Any conclusion or information obtained or derived from such electronic files will be at the City's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The Architect shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

LANDSCAPE ARCHITECTURAL

1. SERVICES TO BE PERFORMED BY CONSULTANT

The following tasks are considered to be representative and are not exclusive of additional tasks that may be requested on a specific project. Specifically awarded projects may include any or all of the following tasks:

1.1 BASIC SERVICES:

- 1.1.1. Produce Plans, Specifications and Cost Estimates: The consultant shall be required to prepare plans, specifications, and minimum of three cost estimates to accompany the following submittals: Basis of Design Report (BODR), Design Concept Report (DCR), and a Final Submittal with a Final Cost Estimate. The consultant shall be responsible for insuring that the final plans and specifications meet the requirements of the latest editions of all applicable City, State and Federal standards and codes including but not limited to:

- MAG Uniform Standard Specifications and Details for Public Works Construction
- ADOT
- City of Flagstaff Engineering Division Design and Construction Standards and Specifications
- *American Standard for Nursery Stock (ANSI Z60.1-2004)* by the American Nursery & Landscape Association.

The Consultant shall be required to provide complete, approved, biddable documents which includes obtaining all required final approvals, including signatures, on the Construction Documents from: The City Capital Improvements Director, the City Engineer, the City Utilities Director and the City Public Works Director.

- 1.1.2. Landscaping: The Consultant may be required to procure the services of a registered Landscape Architect for certain projects or portions thereof.
- 1.1.3. Conduct Public Meetings: It is City policy to encourage public participation in the Capital Improvements Program and to have public meetings on major projects. The consultant may be asked to provide the services of a Public Information Consultant; develop a Public Participation plan; and participate in and/or conduct public meetings.
- 1.1.4. Survey Work: Under the direct supervision of a Registered Land Surveyor, the Consultant may be required to perform field surveys necessary and sufficient to accomplish the design of the project, including, but not limited to right-of-way surveys, location-topo surveys, and project bench mark surveys.
- 1.1.5. Hydrology and Hydraulics: The consultant may be required to perform a study of various drainage areas impacting the project and establish the requirements of the various watersheds with respect to storm water runoff control. A comprehensive hydrologic and hydraulic report meeting all the requirements of the City of Flagstaff Stormwater Management Design Manual.
- 1.1.6. Geo-Technical Services: The consultant may be required to provide soil tests and reports, of sufficient detail and scope to enable the consultant to provide the recommendations, as required for all portions of the project.
- 1.1.7. Non-Destructive Pot-holing: The Consultant may be required to provide the services of a non-destructive pot-hole service to determine horizontal and vertical location of utility lines.
- 1.1.8. Cross Sections: Cross-sections may be required showing existing ground with proposed design, R/W limits, centerline elevations distance left and right, existing and proposed utilities, and drainage structures.
- 1.1.9. Structural Design: Required details may include, but not be limited to, retaining walls, culverts and junction structures.
- 1.1.10. Right-of-Way Acquisition and Easements: Definition of the right-of-way and easement acquisitions necessary for the project may be required. Work may entail surveys, legal descriptions and property searches, and preparation of legal transfer documents. Sub-consultants with expertise in Real Property Appraisal and property negotiation and acquisition may be required.
- 1.1.11. Geometry: The consultant may be required to develop all horizontal and vertical alignments of street and curbs, pedestrian facilities, and other items as required.

- 1.1.12. Utilities: The Consultant may be required to provide design and construction details, or design assistance for any City-owned or franchise utilities/facilities in conflict with any proposed project improvements.
- 1.1.13. Graphic Presentations: The Consultant may be required to provide aerial photos, digital photos, topographic maps, Mylar reproductions, digital files, Powerpoint presentations and/or presentation or display boards for a project.
- 1.1.14. Bid Phase Services: The Consultant may be required to provide Bid Phase Services. Typical tasks include, but are not limited to: Answer all questions relative to plans, quantities and Special Provisions, attend and/or conduct the Pre-Bid conference issue any required addenda or make any necessary corrections to plans, typical sections, quantities, notes.
- 1.1.15. Post Bid Services: Post bid services may be required and may be authorized as basic or additional services based on negotiations for a particular project. Compensation may be made on a time and materials basis or a lump sum fee as negotiated. Typical tasks might include: Bid analysis and recommendations; provision of scope/quantity survey verification letters for Field Orders and/or Change Orders; Construction Management services, provision of clarification drawings, sketches or details to respond to field questions, submittals review and approval, production of As-Built drawings and project close-out assistance.

SURVEYING

1. SERVICES TO BE PERFORMED BY CONSULTANT

A - BOUNDARY SURVEY

- A.1 Survey boundary and set corners.
 - A.1.1 Desired relative accuracy of survey measurements: [state as 1:___,___]
 - A.1.2 Desired positional accuracy of new monuments to be set: [state as \pm 0.n feet]
 - A.1.3 New monuments to be set will be 5/8 - inch steel rebar with aluminum caps, unless warrant another type of marker.
- A.2 Commission a preliminary title report for the property and show all listed exceptions on the boundary plat.
- A.3 Prepare drawing showing results of boundary survey.
 - A.3.1 Prepare record of survey plat, suitable for recording. Drawing to be machine plotted.
 - A.3.2 No separate boundary plat will be prepared. Boundary information will be shown on the topographic plat (see Section 2).
 - A.3.3 Special requirements for drawing showing results of boundary survey: [Insert any special requirements.]
- A.4 Furnish prints of the boundary plat as follows:
 - [] blueline prints on paper
 - [] blackline prints on paper
 - [] reproducible mylar prints other (describe):
 - [] other [describe and note if vacuum frame or electrostatic prints will be required]

- A.5 Furnish drawing files on compact disc(.DXF or .DWG) format.
- A.6 Prepare written legal description of property.
- A.7 Other boundary survey services (itemize):

B - TOPOGRAPHIC SURVEY

- B.1 Make topographic survey measurements and present data as itemized in Sections B.2, B.3, and B.4.

- B.2 Elevation data:

- B.2.1 Use [USC&GS, parochial, other] elevation datum.
 - B.2.2 Determine spot elevations and break lines as required, in the judgment of the surveyor, to depict the ground surface.
 - B.2.3 Determine elevation contours, [] foot intervals. Note that elevation contours may be interpolated from spot elevations and break lines, if not determined directly.
 - B.2.4 Determine ground floor elevations of buildings onsite.
 - B.2.5 Determine ground floor elevations of buildings offsite within [] feet of site boundary.
 - B.2.6 Determine spot elevations for linear features: This requirement is subordinate to section 2.2.3 above.

<u>Item</u>	<u>Interval</u>
Street Centerline	25 feet
Curb	25 feet
Gutter	25 feet
Sidewalk	25 feet
Other (Itemize):	

- B.2.7 Establish [] permanent benchmarks at the project site and show locations on the survey drawing.
 - B.2.8 Other elevation data required: [describe]

- B.3 Planimetric data:

- B.3.1 Determine location and type of existing buildings onsite.
 - B.3.2 Determine location and type of existing buildings offsite within [] feet of site boundary.
 - B.3.3 Determine locations of existing streets, driveways, walks, and alleys on or adjacent to site. (Describe condition and indicate surface type.)
 - B.3.4 Determine locations of existing signs and traffic control devices.
 - B.3.5 Determine location, size and elevation at the base of existing trees on site [] inches d.b.h. or larger.
 - B.3.6 Determine locations of existing wells, evidence of old foundations, and fences. Describe as appropriate.
 - B.3.7 Determine boundaries and surface elevations of existing water on or adjacent to site.
 - B.3.8 Other planimetric data required (Itemize):

- B.4 Utility information: Note that excavation to determine exact locations of underground utilities is not required. Utility alignments may be inferred from surface evidence, or utility company

records. The surveyor is responsible for contacting utility companies and reviewing utility records pertaining to the site.

- B.4.1 Determine locations of surface evidence of waterlines. ("Surface evidence" means valve boxes, meters, fire hydrants.)
 - B.4.2 Determine waterline size, depth and pressure (if available from utility company records).
 - B.4.3 Determine locations of sewer manholes, including rim and flow line elevations, and sewer line sizes at manholes.
 - B.4.4 Determine locations of surface evidence of gas lines. ("Surface evidence" means valves, meters, pressure, regulators.)
 - B.4.5 Determine gas line size, depth and pressure (if available from utility company records).
 - B.4.6 Determine locations of storm drain catch basins and manholes, including rim or grate and flow line elevations, and storm drain sizes at structures.
 - B.4.7 Determine locations and type (if marked) of overhead utility lines including electric power, telephone and television.
 - B.4.8 Determine locations of surface evidence of underground utility lines or cables, including electric power, telephone and television.
 - B.4.9 Other utility information required (Itemize):
- B.5 Other data and instructions:
- B.5.1 Set control and subcontract for photogrammetric mapping of site. Subconsultant for mapping will be: [surveyor to insert name and address].
- B.6 Prepare a drawing showing results of topographic measurements. Drawing to be machine plotted. Drawing size will be [a" x b"]. Drawing scale will be [1" : m feet] or selected for clarity, consistent with the drawing size indicated.
- B.6.1 Furnish prints of the topographic plat as follows:
 - [] blueline prints on paper
 - [] blackline prints on paper
 - [] reproducible mylar prints
 - [] other [describe and note if vacuum frame or electrostatic prints will be required]
 - B.6.2 No separate topographic plat will be prepared. Topographic information will be shown on construction plans. Topographic survey work will be considered to be part of Section 4 - Preliminary Design Phase.
 - B.6.3 Furnish drawing files on compact disc Autocad (.DXF or .DWG) format.
 - B.6.4 Other special instructions (itemize):

GEOTECHNICAL

1. SERVICES TO BE PERFORMED BY CONSULTANT

Minimum Standards for Range of Services:

The laboratory performing the testing shall meet the qualifications outlined in ASTH E329 and shall be accredited by the American Association of State Highway and Transportation Officials (AASHTO) in the types of testing being performed.

Calibratable equipment shall have been calibrated by a commercial calibration service, experienced in calibrating construction testing equipment and using procedures and devices approved by the National Bureau of Standards. Calibrations shall not be more than one year old.

The supervising engineer shall be a registered Civil Engineer in the state of Arizona. He/she shall be a full time employee of the laboratory and shall have at least five years engineering experience in inspection and testing of construction and materials.

The materials technician(s) shall be certified at Level II or higher by the National Institute for Certification in Engineering Technologies (NICET) in the appropriate field and sub-field or have a minimum of two years experience in performing the specified tests. Certification as a Concrete Field Testing technician, Grade I, by the American Concrete Institute (ACI) will be an acceptable alternate qualification for concrete sampling and testing only.

All sampling and testing will follow the procedures established by American Society for Testing and Materials and all applicable state and federal regulations. Chemistry laboratory must be licensed by the Arizona Department of Health Services.

Consultant will issue typed reports summarizing and representing the results for all field and laboratory services. In addition, on all observation/testing phases, a final report will be issued providing a summary of each project and assurance that all work performed under consultant's observation were in compliance with the project plans and specifications. The City's Project Manager will be immediately notified in writing of any observed discrepancies observed. All services are to be carried out under the supervision of a registered professional engineer and all reports shall be reviewed by that individual.

ATTACHMENT B

INSURANCE REQUIREMENTS

1. INSURANCE

Provider and subcontractors shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Agreement by the Provider, Provider's agents, representatives, employees or contractors until all of their obligations under this Agreement have been discharged, including any warranty periods. The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City does not represent or warrant that the minimum limits set forth in this Agreement are sufficient to protect the Provider from liabilities that might arise out of this Agreement, and Provider is free to purchase such additional insurance as Provider may determine is necessary.

1.1. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits not less than those stated below.

1.1.1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacement thereof)

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$500,000
Medical Expense (any one person)	Optional

1.1.2. Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
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1.1.3. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

1.1.4. Professional Liability \$1,000,000

1.2 Self-insured Retention/Deductibles. Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers.

1.3. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

1.3.1 Commercial General Liability and Automobile Liability Coverages. The City of Flagstaff, its officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Premises subject to this Agreement and activities performed by or on behalf of the Provider, including products and completed operations of the Provider; and automobiles owned, leased, hired or borrowed by the Provider.

1.3.2 The Provider's insurance shall contain broad form contractual liability coverage.

1.3.3 The City of Flagstaff, its officers, officials, agents and employees volunteers shall be named as additional insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

1.3.4. The Provider's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Provider's insurance and shall not contribute to it.

1.3.5 The Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

1.3.6 Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

1.3.7 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Provider for the City.

1.6 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. When cancellation is for non-payment of premium, then at least ten (10) days' prior notice shall be given to the City. Notices required by this section shall be sent directly to Patrick Brown, Senior Procurement Specialist, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

1.7 Acceptability of Insurers. Provider shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to provide the Provider from potential insurer insolvency.

1.8 Verification of Coverage. The Provider shall furnish the City with certificates of insurance (ACORD form) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

1.8.1 The City must receive and approve all certificates of insurance before the Provider commences work. Each insurance policy required by this Agreement shall be in effect at, or before, commencement of work under this Agreement and shall remain in effect until all Provider's and its subcontractors' obligations under this Agreement have been met. The Provider's failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of this Agreement.

1.8.2 All certificates of insurance shall be sent directly to Patrick Brown, Senior Procurement Specialist, 211 West Aspen Avenue, Flagstaff, Arizona 86001. The City project/contract number and project description shall be noted on the certificates of insurance. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. The City shall not be obligated, however, to review any insurance policies or to advise Provider of any deficiencies in such policies and endorsements. The City's receipt of Provider's policies or endorsements shall not relieve Provider from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Provider's obligations under this Agreement.

1.9 Subcontractors. Provider's certificate(s) shall include all subcontractors as additional insureds under its policies, or Provider shall furnish to the City Separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

1.10 Approval. Any modification or variation from the insurance requirements in this Agreement must have the prior approval of the City's Attorney's Office, whose decision shall be final. Such action will not require a formal Agreement amendment but may be made by administrative action.

ATTACHMENT C

SAMPLE AGREEMENT

SAMPLE

**SERVICE AGREEMENT
FOR
ON-CALL PROFESSIONAL SERVICES: [SERVICE NAME]

CITY OF FLAGSTAFF
and**

This Agreement for the On-Call Professional Services ("Agreement") is made by and between the City of Flagstaff ("City"), an Arizona municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and [Party's Name], [Form of organization], with offices at [Party's address] ("Provider"), effective as of the date written below.

RECITALS

A. The City desires to enter into this Agreement in order to obtain services of a consultant for the On-Call Professional services [Service Name], as outlined in the Scope of Work/Specifications section of the RSOQ document; and

B. Provider has available and offers to provide the personnel necessary to provide said services within the required time in accordance with the Scope of Services included in this Agreement;

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following services:

1.1 Provider agrees to provide the services as set forth in detail in Exhibit "A" attached and incorporated in this Agreement. All of the terms and conditions set forth in this RSOQ pertaining to the services set forth in Attachment A, including all standard terms and conditions shall be incorporated in this Agreement as if fully set forth herein.

1.2 Provider warrants that all materials, services or construction delivered under the Agreement shall conform to the specifications of the Agreement. The City's receipt or inspection of the materials, services, or construction specified shall not alter or affect the obligations of Provider or the rights of the City under the foregoing warranty.

1.3 All services, information, computer program elements, reports and other deliverables which may be created under the Agreement are the sole property of the City and shall not be used or released by Provider or any other person except with prior written permission of the City.

2. COMPENSATION OF PROVIDER

Provider agrees to provide all of the services set forth in Exhibit "A" for prices not to exceed the amounts set forth in the fee/price schedule, attached as Exhibit "B". Consultant agrees that any specific scopes of work for individual Task Orders will have specific and mutually agreed upon fee schedules attached.

3. RIGHTS AND OBLIGATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.

3.2 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for, and in full control of, the work of all such personnel.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City, as set forth in the Scope of Services, and the right of the City to audit Provider's records.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative

Patrick Brown, C.P.M.
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001

To Provider:

Provider's representative's name, title
Provider's name, e.g. name of corporation
Address Line 1
Address Line 2
City, State Zip Code

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") including claims for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all claims. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against

the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City.

6. INSURANCE

Provider and subcontractors shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Agreement by the Provider, Provider's agents, representatives, employees or contractors until all of their obligations under this Agreement have been discharged, including any warranty periods. The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City does not represent or warrant that the minimum limits set forth in this Agreement are sufficient to protect the Provider from liabilities that might arise out of this Agreement, and Provider is free to purchase such additional insurance as Provider may determine is necessary.

6.1. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits not less than those stated below.

6.1.1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacement thereof)

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$500,000
Medical Expense (any one person)	Optional

6.1.2. Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
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6.1.3. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

6.1.4. Professional Liability \$1,000,000

6.2 Self-insured Retention/Deductibles. Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers.

6.3. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

6.3.1 Commercial General Liability and Automobile Liability Coverages. The City of Flagstaff, its officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Premises subject to this Agreement and activities performed by or on behalf of the Provider, including products and completed operations of the Provider; and automobiles owned, leased, hired or borrowed by the Provider.

6.3.2 The Provider's insurance shall contain broad form contractual liability coverage.

6.3.3 The City of Flagstaff, its officers, officials, agents and employees volunteers shall be named as additional insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

6.3.4. The Provider's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Provider's insurance and shall not contribute to it.

6.3.5 The Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.3.6 Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

6.3.7 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Provider for the City.

6.6 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. When cancellation is for non-payment of premium, then at least ten (10) days' prior notice shall be given to the City. Notices required by this section shall be sent directly to Patrick Brown, Senior Procurement Specialist, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

6.7 Acceptability of Insurers. Provider shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to provide the Provider from potential insurer insolvency.

6.8 Verification of Coverage. The Provider shall furnish the City with certificates of insurance (ACORD form) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

6.8.1 The City must receive and approve all certificates of insurance before the Provider commences work. Each insurance policy required by this Agreement shall be in effect at, or before, commencement of work under this Agreement and shall remain in effect until all Provider's and its subcontractors' obligations under this Agreement have been met. The Provider's failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of this Agreement.

6.8.2 All certificates of insurance shall be sent directly to Patrick Brown, Senior Procurement Specialist, 211 West Aspen Avenue, Flagstaff, Arizona 86001. The City project/contract number and project description shall be noted on the certificates of insurance. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. The City shall not be obligated, however, to review any insurance policies or to advise Provider of any deficiencies in such policies and endorsements. The City's receipt of Provider's policies or endorsements shall not relieve Provider from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Provider's obligations under this Agreement.

6.9 Subcontractors. Provider's certificate(s) shall include all subcontractors as additional insureds under its policies, or Provider shall furnish to the City Separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6.10 Approval. Any modification or variation from the insurance requirements in this Agreement must have the prior approval of the City's Attorney's Office, whose decision shall be final. Such action will not require a formal Agreement amendment but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Unsatisfactory performance as judged by the Contract Administrator;

7.1.2.7 Failure to provide the City, upon request, with adequate assurance of future performance;

7.1.2.8 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.9 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default. If such Event of Default is not cured within seven (7) days of receipt of the notification, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 In the Event of Default by the Provider, the City shall not be liable to Provider for any amount, and Provider may be liable to the City for any and all damages sustained by reason of the default which gave rise to the termination.

7.3 Right to Offset. Any costs, including but not limited to attorney's fees, costs of remediation, and costs of delay, incurred by the City due to default of Proposer, or due to the City's exercise any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before the default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

7.4 Termination for Convenience. The City reserves the right to terminate, with or without cause, this Agreement upon ninety (90) days written notice. The City shall be responsible only for those standard items or services which have been delivered and accepted. If any items being purchased are truly unique and therefore not saleable or useable for any other application, the City shall reimburse Proposer for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work in progress, and completed but undelivered goods, shall pass to the City after costs are claimed and allowed. Proposer shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

8.3 Attorney's Fees. Subject to Section 8.11, if suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court, including an appellate court, may adjudge reasonable as attorney fees.

8.4 Severability. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the

remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

8.5 Successors and Assigns. No right or interest in the Agreement shall be assigned by Provider without prior written permission of the City, and no delegation of any duty of Provider shall be made without prior written permission of the City. The City shall not unreasonably withhold approval and shall notify Provider of the City's position within fifteen (15) days of receipt of written notice by Provider. This Agreement shall extend to and be binding upon the Provider, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Provider shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Provider shall sell its assets.

8.6 Subcontracts. No subcontract shall be entered into by Provider with any other party to furnish any service specified in this Agreement without the advance written approval of the City. All subcontracts shall comply with Federal, State and local laws and regulations that are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth in the Agreement which shall apply with equal force to the subcontract, as if the subcontractor were the Provider. Provider is responsible for contract performance whether or not subcontractors are used. The City shall not unreasonably withhold approval and shall notify Provider of the City's position within fifteen (15) days of receipt of written notice by Provider. Provider shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

8.7 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.8 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.9 Integration. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters, except for documents comprising the RSOQ Package that have been incorporated into this Agreement. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.10 Non Appropriation. If the City Council does not appropriate funds to continue this Agreement and pay for charges under this Agreement, the City may terminate this Agreement at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations. The City agrees to give written notice of termination to the Provider at least thirty (30) days prior to any termination for a lack of funds and will pay to the Provider all approved charges incurred prior to Provider's receipt of such notice, subject to the availability of funds appropriated and budgeted by the City to fund payments under this Agreement.

8.11 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Flagstaff, Arizona, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to

mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

8.12 Non-Discrimination. Provider shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75-5 as modified by State Executive Order 99-4 or A.R.S. 41-1461 et. seq. The Provider shall be required to comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

8.13 Compliance with Federal Immigration Laws and Regulations. Provider hereby warrants to the City that the Provider and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Provider Immigration Warranty").

8.13.1 A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City.

8.13.2 The City retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider agrees to assist the City in regard to any such inspections.

8.13.3 The City may, at its sole discretion, conduct random verification of the employment records of the Provider and any of Subcontractors to ensure compliance with Provider's Immigration Warranty. Provider agrees to assist the City in regard to any random verifications performed.

8.13.4 The provisions of this Article must be included in any contract the Provider enters into with any and all of its Subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

8.14 Anti-Trust Violations. The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Provider. Therefore, to the extent permitted by law, Provider hereby assigns to the City any and all claims for such overcharges as to the goods or services used to fulfill this Agreement.

8.15 Advertising. Proposer shall not advertise or publish information concerning the Agreement, without the prior written consent of the City.

8.16 Inspection. All material, services or construction are subject to final inspection and acceptance by the City. The City may, at reasonable times and at its expense, inspect the plant or place of business of Provider or its subcontractor(s) which is related to the performance of this Agreement. This right of inspection and supervision shall include, but not be limited to the right of the City to audit Provider's records.

8.17 Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure.

8.17.1 The term "force majeure" means an occurrence that is unforeseeable and beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood,

lockouts, injunctions-intervention-acts, or unreasonable failures or refusal to act by government authority, and other similar occurrences. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in writing, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

8.17.2 Force majeure shall not include the following occurrences:

8.17.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or by an oversold condition of the market.

8.17.2.2 Late performance by a Subcontractor unless the delay arises directly out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

8.17.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing as soon as is practical, of the commencement of such delay and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

8.18 Business Operations in Sudan/Iran. In accordance with A.R.S. § 35-397, the Provider certifies that the Provider and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

9. SPECIAL TERMS AND CONDITIONS

9.1 Task Order; Authorization to Proceed. All proposed work under this Agreement shall be performed pursuant to the issuance of individual Task Orders. Consultant shall perform no work under this Agreement until or unless a written Task Order has been issued by the City and executed by the Parties, which Task Order describes the specific services and the time of performance requested by the City. Consultant shall respond to each Task Order issued by the City by submitting a written fee proposal and time required to complete the specific services requested in the Task Order. When the Task Order is agreed to and executed by both Parties, the Task Order shall constitute Consultant's authorization to proceed with the requested services. All Consultant invoices shall reference the Task Order number and shall contain an itemization of all hours and expenses per the Price Schedule.

9.2 Technical and Professional Requirements; Key Personnel. Consultant shall be professionally licensed and qualified in all pertinent disciplines for consulting services required under this Agreement. It is essential that Consultant provide adequately experienced personnel who are capable of, and devoted to, the successful accomplishment of all services performed under this Agreement. Key personnel to be assigned to the project shall be identified in writing to the City by Consultant at the time of Notice to Proceed. At a minimum the Consultant shall identify for the City's written approval, the project manager who shall be empowered to act for the Consultant in accordance with this agreement in all matters relating to the technical administration of services to be provided. Authorization for changes in key personnel must be requested in writing by the Consultant.

9.3 Subcontracts. At the time subcontracted services are anticipated, the Consultant shall notify the City of the nature of, and need for, such services and identify the proposed subcontracting firm. The Consultant must

receive approval in writing from the City prior to utilization of any subcontractor other than the parties listed in this article. The Consultant is authorized by the City to subcontract work having a cost which will not exceed 30 percent (30%) of the total amount of compensation due under this Agreement. The Consultant shall be responsible to the Owner for the actions of persons and firms performing subcontract work.

9.4 Rights and Obligations of Consultant

9.4.1 Work Schedule: Upon receipt of an executed copy of a task order, the Consultant shall prepare a work schedule. The work schedule shall include:

9.4.1.1. Events which will satisfy SECTION 1. Services to be performed by the Consultant.

9.4.1.2 Date each event shall start and its duration.

9.4.1.3 Critical relationship of events.

9.4.1.4 Name(s) of the person(s) responsible for the project. The work schedule shall provide for the completion of SECTION I services not later than 365 calendar days from the written Notice-to-Proceed.

9.4.1.5 The schedule shall be updated periodically as necessary.

9.4.1.6 The Consultant agrees to maintain adequate resources to provide the described services within the time provided in the agreed upon schedule. Failure to adhere to the schedule may result in termination of this contract.

9.5 Maintenance of Documents. Consultant shall deliver to the City copies of reports, specifications and drawings prepared under the terms of this agreement. If drawings are prepared, the City will be provided with a set of full-size reproductions. Originals of design and study notes, calculations, correspondence and similar material will be filed by the Consultant and made available to the City on Request. Copies will be furnished to the City by the Consultant at cost. Except as otherwise provided herein, documents prepared under the terms of this agreement will not be used by the City on other projects or extensions to this project except with the written agreement of the Consultant.

9.6 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in the Planned Consulting Services, thereby materially increasing or decreasing the cost of the performance, the work will be performed in accordance with the contract and as directed; provided however, that before such work is started, a contract change order shall be approved and executed by the City and the Consultant. Additions to, modifications, or deletions from the project provided herein may be made and the compensation to be paid to the Consultant may be adjusted accordingly by mutual agreement of the City and Consultant. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Consultant will be allowed by the City except as provided herein, nor shall the Consultant do any work, or furnish any materials not covered by this Agreement unless such work is first ordered in writing.

9.6.1 Any such work or materials furnished by the Consultant without such written order first being given shall be at his own risk, cost, and expense, and Consultant hereby agrees that without such written order he will make no claim for compensation for such work or materials furnished.

9.7 Completeness and Accuracy of Consultant's Work. The Consultant shall be responsible for the completeness and accuracy of his survey work, plans, supporting data, and Special Provisions prepared or compiled under his obligation for this project and shall correct, at his expense, all errors or omissions therein which may be disclosed during the review of the plans.

9.7.1 All documents prepared by the design professional shall bear the stamp or seal of the design professional. All preparation of technical and related documents shall be completed in accordance with the prevailing Arizona law.

9.7.2 Correction of engineering errors or omissions disclosed and determined to exist by the City during the construction of the project shall be accomplished by the Consultant. The cost of the design necessary to correct those errors attributable to the Consultant and any expense incurred by the City as a result of additional construction costs caused by such engineering errors shall be chargeable to the Consultant. The fact that the City has accepted or approved the Consultant's work shall in no way relieve the Consultant of any of his responsibilities. Should the Consultant be contracted to perform construction inspection of the project, he shall be responsible for errors and omissions in construction inspection disclosed and determined to exist by the City during and subsequent to the construction of the project. Consultant's duty in the construction inspection phase is to assure City that the project is constructed in conformity with detailed plans and specifications and the cost of design necessary to correct errors and omissions in inspection attributable to the Consultant and any expense incurred by City as a result of additional construction costs caused by such errors shall be chargeable to the Consultant. Acceptance or approval by City of Consultant's work shall not relieve Consultant of inspection responsibilities.

9.8 General Responsibilities and Obligations of Consultant. The Consultant is employed to render a professional service only, and any payments made to him are compensation solely for such services as he may render and recommendations he may make in carrying out the work. The Consultant shall follow the practice of the profession to make findings, opinion, factual presentations, and to offer professional advice and recommendations. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Consultant, its employees, agents, or any tier of subconsultants in the performance of this Contract. The Consultant's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Consultant or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Consultant may be legally liable.

9.8.1 The amount and type of insurance coverage requirements set forth herein (Section, 7. Insurance) will in no way be construed as limiting the scope of the indemnity in this paragraph.

9.8.2 In performing construction management services, Consultant shall act as agent of the City. The Consultant's review or supervision of work prepared or performed by other individuals or firms employed by the City shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

9.8.3 It is understood that any resident consulting or inspection provided by the Consultant is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or assurance with respect to the performance of a contractor. The Consultant does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

9.8.4 The Consultant agrees to notify the owner of any potential unsafe conditions observed at a construction site while performing resident consulting services. It is understood that the resident consultant will perform the aforesaid services only as incidental to the agreed consulting services

and only while at the site; no duty to inspect for unsafe conditions is accepted by the resident consultant.

10. DURATION

This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force until **[END DATE OF INTIAL TERM]** unless sooner terminated as provided above. The City reserves the right to unilaterally extend the period of the Agreement for ninety (90) days beyond the stated termination date. In addition, by mutual written amendment, the Agreement may be renewed for supplemental periods of up to 4 additional one (1) year terms.

City of Flagstaff

Provider

Kevin Burke, City Manager

PROVIDER'S NAME AND TITLE

Attest:

City Clerk

Approved as to form:

City Attorney

Date of Execution:_____

AGREEMENT EXHIBIT A - SCOPE OF WORK (INSERT SCOPE OF WORK)

AGREEMENT EXHIBIT B - FEE SCHEDULE (INSERT FEE/PRICE SCHEDULE)

ATTACHMENT D

SAMPLE PAST PERFORMANCE SURVEY

SAMPLE

PAST PERFORMANCE SURVEY FOR ON-CALL PROFESSIONAL SERVICES: [SERVICE NAME]

FIRM: _____

Firm Name of Reference: _____

Contact Name: _____ Contact Phone: _____

Past Project/Program Name: _____

Questions

How would you rate the quality of work received by this firm on this project/program?

4 – Excellent 3 – Good 2 – OK 1 – Bad

How would you rate this firm's responsiveness to your needs on this project/program?

4 – Excellent 3 – Good 2 – OK 1 – Bad

How would you rate this firm's professionalism?

4 – Excellent 3 – Good 2 – OK 1 – Bad

How would you rate this firm's timeliness with this project/program?

4 – Excellent 3 – Good 2 – OK 1 – Bad

How would you rate this firm's responsiveness to problem resolution?

4 – Excellent 3 – Good 2 – OK 1 – Bad

How would you rate your overall experience working with this firm?

4 – Excellent 3 – Good 2 – OK 1 – Bad

Total Points Received: _____

*** * * END of RSOQ * * ***